

MINUTES OF THE WATER AND TOWN BOARD MEETING OF JUNE 11, 2014

PRESENT: Supervisor Edward Fairbrother
 Council Bob Adams
 Lee Giammichele
 Andy Gillette
 Attorney Thomas Reilly
 Clerk Linda Cross

ABSENT: Council Mike Saglibene

Supervisor Fairbrother called the Town Board meeting to order at 4:30 p.m. and requested those present to participate in the Pledge of Allegiance.

Presentation given by Bob Byland, President of the Big Flats Lions Club, regarding Whitney Park Projects.

Supervisor Fairbrother made a motion, seconded by Councilmen Gillette, authorizing Supervisor Fairbrother to make a proclamation honoring Three Eagle Scouts, and presenting each of them with a certificate of recognition from the Town Board. All in favor except Councilperson Saglibene who was absent, motion carried.

Three Eagle Scouts - Lion Club Dinner June 23, 2014

The three names of Eagle Scouts are:

John W. Addiego Troop 87
Justin T. Slovak Troop 87
Adam T. Shearer Troop 3097

CONCERNS OF THE PEOPLE: Jerry Barker, 37 Woodland Drive, wanted to know the status of the property on Davenport Road where the fire was last February. The Attorney of the Town Tom Reilly responded, he has been dealing with the people and the property.

REPORTS

Supervisor Fairbrother stated the following reports for May 2014 have been received and are on file in the office of the Town Clerk:

Town Clerk's Monthly Report, Supervisor's Fund Balance , Youth Department Monthly Report, Department of Public Works Monthly Report, Water Department Monthly Report, Assessor's Monthly Report, Code and Planning Monthly Report, Community Center's Monthly Report, Court Monthly Report, and Dog Control's Monthly Report for April and May.

Supervisor Fairbrother temporary closed the Town Board meeting at 5:00 p.m.

WATER BOARD

Supervisor Fairbrother called the Water Board meeting to order at 5:01 p.m.

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NEW BUSINESS

RESOLUTION NO. 159-14
INTERCONNECTION WITH THE ELMIRA WATER BOARD APPROVED

Resolution by: Gillette
Seconded by: Adams

WHEREAS the Town of Big Flats Water Board has received notice from the Susquehanna River Basin Commission that the pumping levels are at the maximum as allowed by SRBC, and

WHEREAS the options that were offered by Hunt Engineering as to increasing the water pumping capacity by SRBC were; a new well, or an interconnect with Elmira Water Board, and

WHEREAS the best option is to install a pump station at the connection with Elmira Water Board at an estimated cost of \$533,147 with at least 10% equity, and

WHEREAS the connection would be an alternate source of water supply than what the water department is now using and the estimated cost of a new well, being over 1.5 million, and

WHEREAS for environmental review purposes, extension of utility distribution facilities, including water, is a Type II action in accordance with SEQRA 6 NYCRR, Part 617.5 (c) (11) and as such no further action is necessary regarding the same, now

BE IT THEREFORE RESOLVED that the Big Flats Water Board is committing financially to the interconnection to the Elmira Water Board by putting in a pump station at the interconnect location.

CARRIED: AYES: Gillette, Giammichele, Adams, Fairbrother
NAYS: None ABSENT: Saglibene

Since there was no further business to come before the Water Board, Supervisor Fairbrother closed the Water Board meeting at 5:06 p.m.

TOWN BOARD

Supervisor Fairbrother reopened the Town Board meeting to order at 5:07 p.m.
NEW BUSINESS

MINUTES OF THE WATER AND TOWN BOARD MEETING OF JUNE 11, 2014

RESOLUTION NO.160-14
SHELTER AGREEMENT WITH THE AMERICAN RED CROSS APPROVED

Resolution by: Giammichele
Seconded by: Gillette

WHEREAS the Emergency Management Committee has met to update the Town emergency plan for the Town of Big Flats, and

WHEREAS the committee has found that a new agreement is needed with the American Red Cross for a temporary shelter in the Big Flats area, and

WHEREAS the Town's agreement has expired with the Red Cross for the use of the Big Flats Community Center for use in emergency temporary shelter, and

WHEREAS the Town will not charge the Red Cross for any utilities and the Red Cross will reimburse the Town for any damage to the facilities or other properties of the Town while the shelter is open, and

WHEREAS for environmental review purposes, routine or continuing agency administration and management is a Type II action in accordance with SEQRA 6 NYCRR, Part 617.5(c) (20) and as such no further action is necessary regarding the same, now

BE IT THEREFORE RESOLVED the Town Board authorizes the Town Supervisor to enter into an agreement with the American Red Cross for the use of the Big Flats Community Center in an emergency as declared by the Town Supervisor.

CARRIED: AYES: Gillette, Giammichele, Adams, Fairbrother
NAYS: None ABSENT: Saglibene

RESOLUTION NO. 161-14
HVAC MAINTENANCE AGREEMENT WITH ISAAC HVAC COMMERCIAL &
INDUSTRIAL SERVICES APPROVED

Resolution by: Adams
Seconded by: Gillette

WHEREAS the Town has been looking at options for the services to provide maintenance for the HVAC systems, and

WHEREAS the Maintenance Agreement with Isaac HVAC Commercial & Industrial Services for labor, material and other costs, and

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RESOLUTION NO. 161-14, HVAC MAINTENANCE AGREEMENT WITH ISAAC
HVAC COMMERCIAL & INDUSTRIAL SERVICES APPROVED continued

WHEREAS Isaac HVAC has quoted the Court Room/Code & Planning Trane units and the 34 radiant tubes heaters in the DPW garage with their Gold Program of maintenance for \$4175.00 per year, and

WHEREAS for environmental review, routine or continuing agency administration and management is a Type II action in accordance with SEQRA 6NYCRR, Part 617.5 (c) (20) and as such no further action is necessary regarding the same, now

BE IT THEREFORE RESOLVED the Town Board authorizes the Supervisor to enter into an agreement with Isaac HVAC Commercial & Industrial Services for the purpose of providing Planned service maintenance on the HVAC systems for Court Room / Code & Planning and the DPW Garage for 2014/2015 at a cost not to exceed \$4175.00.

CARRIED: AYES: Gillette, Giammichele, Adams, Fairbrother
NAYS: None ABSENT: Saglibene

RESOLUTION NO. 162-14
REPORTING STANDARD WORK DAY / EMPLOYEE'S RETIREMENT SYSTEM
APPROVED

Resolution by: Giammichele
Seconded by: Gillette

WHEREAS in accordance with Regulation 315.4, New York State Comptroller requires a standard work day for elected or appointed officials be established for the purpose of reporting work days to the New York State and Local Employees' Retirement System, and

WHEREAS for environmental review purposes, administration is a Type II action in accordance with SEQRA 6NYCRR, Part 617.5 (c) (20) and as such no further action is necessary regarding the same, now

BE IT THEREFORE RESOLVED the Town of Big Flats Town Board hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the clerk of this body:

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RESOLUTION NO. 162-14, REPORTING STANDARD WORK DAY / EMPLOYEE'S RETIREMENT SYSTEM APPROVED continued

Title	Name	Social Security Number (Last 4 Digits)	Registration Number	Standard Work Day (Hrs/day)	Term Begins / Ends	Participates in Employer's Time Keeping System (Y/N)	Days /Month (based on Record of Activities)
Elected Officials							
Supervisor	Edward Fairbrother	XXXX	xxxxxxx	6.00	01/01/2014-12/31/2017	N	20.00
Town Clerk	Linda J. Cross	XXXX	xxxxxxx	7.50	01/01/2014-12/31/2017	N	20.00
Board Member	Robert Adams	XXXX	xxxxxxx	6.00	01/16/2014-12/31/2014	N	4.03
Board Member	Lee Giammichele	XXXX	xxxxxxx	6.00	01/01/2014-12/31/2017	N	5.12
Board Member	Michael Saglibene	XXXX	xxxxxxx	6.00	01/01/2012-12/31/2015	N	2.97
Board Member	Andrew Gillette	XXXX	xxxxxxx	6.00	01/01/2014-12/31/2017	N	3.29
Justice	Paul Hart	XXXX	xxxxxxx	6.00	01/01/2014-12/31/2017	N	Not Submitted
Appointed Officials							
Assessor	William Torp	XXXX	xxxxx	6.0	10/01/2013-09/30/2019	Y	N/A

FURTHER RESOLVED the Town Board authorizes the Town Clerk to certify the original resolution passed by the Town Board and file the necessary documentation.

CARRIED: AYES: Gillette, Giammichele, Adams, Fairbrother
NAYS: None ABSENT: Saglibene

RESOLUTION NO. 163-14
INTERMUNICIPAL AGREEMENT STEUBEN COUNTY/TOWN OF
BIG FLATS USE OF A FULL DEPTH ROAD RECLAIMER APPROVED

Resolution by: Gillette
Seconded by: Adams

THIS AGREEMENT, made on the 11th day of June, 2014 (the "Effective Date"), by and between the **County of Steuben** ("Steuben"), a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions, having its principal place of business at 3 E. Pulteney Square, Bath, New York 14810, the **Town of Big Flats** ("Big Flats"), a municipal corporation

RESOLUTION NO. 163-14, INTERMUNICIPAL AGREEMENT STEUBEN
COUNTY/TOWN OF BIG FLATS USE OF A FULL DEPTH ROAD RECLAIMER
APPROVE continued

organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions, having its principal place of business at 476 Maple Street, Big Flats, NY 14814, being individually referred to as “Party” and collectively referred to as “Parties”.

WITNESSETH

WHEREAS, The Parties currently own and maintain various public highways, streets, and roadways, and

WHEREAS, from time to time said highways, streets, and roadways, are in need of pavement grinding for purposes of improving the road pavement condition, and

WHEREAS, Steuben County currently possesses the necessary equipment to perform such pavement grinding to its respective highways, streets, and roadways, and

WHEREAS, the Town of Big Flats wishes to enter into an agreement for the use of said equipment, and

WHEREAS, the Parties are desirous of entering into the agreement with each other for the purpose of sharing the use and operation of the pavement grinding equipment, and to participate with each other in the recognition of the attendant savings achieved thereby.

NOW THEREFORE, in consideration of the premises and of the mutual promises and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Scope.** This agreement, between Steuben County and the Town of Big Flats, specifies the conditions of operation and payment for a fully equipped Full Depth Road Reclaimer to be used for the grinding of existing roads in the Town of Big Flats.
2. **Maintenance.** As the Road Reclaimer is owned by Steuben County, maintenance costs will be the responsibility of Steuben Co.
3. **Operational Costs.** Fuel for the equipment while in use in the Town of Big Flats will be supplied by Big Flats while work is being conducted.
4. **Pavement Grinding Operations.**
 - a. Full Depth Reclaimer Crew. Operation of the road reclaimer requires a skilled and trained crew. The crew shall be a dedicated and trained crew supplied by Steuben County DPW. The personnel from Steuben County will consist of the main operator and may include a ground person where applicable. Steuben County will also be supplying any personnel required to do any mechanical work on the road grinder. This crew shall be maintained from year to year as much as possible and crew members shall be replaced when necessary by individuals who will be able to return year to year for operation of the equipment. This crew shall be responsible for the proper and safe operation of the road reclaimer. The

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Town of Big Flats will provide adequate staff to support the safe operation of the equipment and to ensure the safety of the work site, including but not limited to adequate traffic control, as determined by Steuben County DPW.

- b. Scheduling of Operations. The participating Municipal DPW's agree to conduct an annual meeting, at a time and place mutually agreeable, to establish the scheduling for the Town of Big Flats. The time frame of grinding operations in the Town of Big Flats will in no way interfere with the ability of Steuben County to complete its' regularly scheduled projects in a timely manner. It shall be Steuben County's responsibility to coordinate changes to the initial schedule as deemed necessary by mitigating circumstances throughout the construction season such as weather, mechanical problems, logistical efficiency matters and so on.
 - c. Pavement grinding personnel shall be supplied by Steuben County when the grinding work is being done. These personnel shall follow the general guidance of the Town of Big Flats designee regarding the needs of their operations to best support the overall grinding effort. Break times and meal times shall be established by the Town of Big Flats designee.
 - d. Pavement Grinding Services Accounting. The Town of Big Flats agrees to pay Steuben County for all labor and equipment cost incurred for the grinding operations in the Town of Big Flats. The Full Depth Road Reclaimer shall be invoiced at a daily rate of \$4,000. An hourly rate of \$500 will be used if weather conditions or mechanical breakdowns will not permit the use of the machine for a full day. **These rates are such that they cover the cost of the equipment and all operating personnel.** Steuben County shall maintain accurate written records for (1) Days and hours that the pavement grinding equipment are used hereunder, (2) The locations where the equipment is used, and (3) Any accidents arising during such operation to the grinding equipment. Steuben County will invoice for these services on a monthly basis. The Town of Big Flats agrees to provide the fuel for the pavement grinder while in use in the Town of Big flats.
4. **Liability for Damage Claims by the Driving Public.** Steuben County shall be held harmless for any and all claims emanating from road users and the general public when working in the Town of Big Flats. All damage claims to the public shall be appropriately handled and reconciled by the Town of Big Flats while the grinding work is being performed.
5. **Term.** The Term of this Agreement shall commence on the Effective Date and shall not expire earlier than December 31, 2014; The Parties may extend this Agreement upon mutual written consent.

- 6. Termination/Withdrawal.** The Parties may terminate this Agreement upon mutual consent at any time subject to the fulfillment of all outstanding responsibilities. In addition, any Party may withdraw from this Agreement upon 30 days written notice to the other Parties of its intent to do so. In the event a Party withdraws from this Agreement, such Party shall realize no further benefits from the Agreement and shall have no further responsibilities relative to the sharing of services with the other Party.
- 7. Insurance.** In respect of the promises made in this Agreement by each Party to the other Parties, the Parties shall provide and maintain insurance as follows: (a) Steuben shall include the pavement grinding equipment in its insurance program so as to cover Automobile Liability on the pavement grinding equipment i) for all liability arising out of injury to or death of one or more persons, in any one occurrence, ii) for all liability arising out of damage to or destruction of property, including loss of use thereof and downtime, in any one occurrence, and iii) against the loss or theft of or damage to the pavement grinding equipment for the greater of the Stipulated Loss Value (computed as described in the applicable Schedule) or full replacement value thereof; (b) Each Party shall include the Pavement Grinding Operations contemplated by this Agreement in each Party's public liability and third-party property damage insurance program in respect of the employment of the pavement grinding equipment within each Party's jurisdiction; and (c) Each Party shall include the pavement grinding equipment in each Party's casualty insurance program in respect of damage or loss to the pavement grinding equipment while stored or garaged on the premises of a Party. Each Party shall designate the other Parties as additional insureds to the extent of the foregoing insurance responsibilities, and shall deliver certificates of such insurance to the other Parties on request.
- 8. Indemnity.** Each Party within whose boundaries pavement grinding operations ("work") are being performed ("Indemnifying Party") shall and hereby does assume liability for, and shall defend, indemnify, protect, save and keep harmless the other Parties ("Indemnified Parties"), and their respective officers, employees, and agents from and against all losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including legal expenses of any kind and nature imposed upon, incurred by, or asserted against such Indemnified Parties in any way relating to or arising out of this Agreement or the use of the pavement grinding equipment within the boundaries of the Indemnifying Party.
- 9. Liability for damage.** The Town of Big Flats shall be responsible for any damage to the pavement grinding equipment while stored or staged in the Town of Big Flats facilities or grounds, including on private property the use of which is arranged by that Party, or resulting from the negligence of such Party.
- 10. Dispute Resolution.** Any dispute which shall arise between the Parties or any of them with respect to this Agreement shall be referred to a council of the Town Administrator/Supervisor from each participating municipality.

PROHIBITION AGAINST ASSIGNMENT. IN ACCORDANCE WITH THE PROVISIONS OF SECTION 109 OF THE GENERAL MUNICIPAL LAW, EACH PARTY IS HEREBY PROHIBITED FROM ASSIGNING, TRANSFERRING, CONVEYING, SUBLETTING OR OTHERWISE DISPOSING OF THIS AGREEMENT.

CARRIED: AYES: Gillette, Giammichele, Adams, Fairbrother
NAYS: None ABSENT: Saglibene

**RESOLUTION NO. 164-14
TANGLEWOOD NATURE CENTER SITE PLAN SUBMISSION FEES WAIVER
APPROVED**

Resolution by: Adams
Seconded by: Giammichele

WHEREAS, the Town of Big Flats Town Board has received a request by Tanglewood Nature Center for all site plan submission fees (received May 16, 2014 by the Planning Board) to be waived, and

WHEREAS, the total dollar amount of such fees shall total \$600.00, and

NOW, BE IT THEREFORE RESOLVED, according to §617.5 the Town Board has determined such to be a Type II action determined not to have a significant impact on the environment and shall be precluded from environmental review under Environmental Conservation Law, article 8., and

FURTHER RESOLVED, the Town Board authorizes the Town Supervisor to require the Planning Board to waive all fees pertaining to The Lodge at Tanglewood site plan submission (received May 16, 2014).

CARRIED: AYES: Gillette, Giammichele, Adams, Fairbrother
NAYS: None ABSENT: Saglibene

**RESOLUTION NO. 165-14
COMMUNICATION LOG FOR JUNE 11, 2014 APPROVED**

Resolution by: Giammichele
Seconded by: Gillette

BE IT RESOLVED that the following communications were received, accepted and filed by the Town Clerk of the Town of Big Flats and referred to the appropriate Department Head for information and/or action:

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RESOLUTION NO. 165-14, COMMUNICATION LOG FOR JUNE 11, 2014
APPROVED, continued

May 29, 2014

State of New York, Office of the State Comptroller – RE: Office of Unclaimed Funds (OUF) for the Town of Big Flats. *Referred to: Town Supervisor, Town Board, and Town Clerk for filing.*

May 30, 2014

New York State Department of Taxation and Finance Office of Real Property Tax Services RE: 2014 State equalization rate of 97.00 for the Town of Big Flats. *Referred to: Town Board, Town Assessor and Town Clerk for filing.*

June 4, 2014

Time Warner Cable – RE: June 5, 2014 Programming Notice Changes, (CNY/JT). *Referred to: Town Board, and Town Clerk for filing.*

CARRIED: AYES: Gillette, Giammichele, Adams, Fairbrother
NAYS: None
ABSENT: Saglibene

Supervisor Fairbrother reported:

- Water Department
 - Water Supervisor, John Dufresne – Will be leaving for a job by his home July 11th. He has done a great job, we appreciate the service he has given us.
 - Pre Bids were held today on the generator
 - Meeting with Elmira Water Board
 - New trucks delivery end of June to dealer
 - Letter from Susquehanna River Basin Commission
 - Grant with STEG
- Town
 - Hammond Street, “it is down”, and the property will be cleaned up.
 - 365 progress – we are now in the cloud
 - Town newspaper 2nd edition went out, also working on having it posted on our website.
 - Phone System
 - New Paver (Chris)
 - Banking, a lot more with 5 Star
 - Credit Cards – working on accepting Credit Cards for payments
 - Website – training with Virtual Towns
 - Training – I will be gone next Wednesday
 - Met with Ann Crook, Director of Aviation at Elmira Corning Regional Airport
 - Flooding – Jackson Basin
 - Parks Tour

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- Supervisor Fairbrother reported, continue:
 - Parks Commission
 - The 1st Town Picnic, was last Saturday, it went well. Ed thanked Chris Austin for helping grill.
 - Town Christmas Party December 6th set.
 - Sewer – Proposed Agreement that the County will take over.
 - Parks during concerts - parking

Councilperson Gillette made a motion, seconded by Councilperson Giammichele to adjourn the Town Board meeting at 5:41 p.m. All in favor except Councilperson Saglibene who was absent, motion carried.

Date approved: _____

Linda J. Cross
Town Clerk